

# PRESTOLITE ELECTRIC INC.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W56HZV-04-R-0309      MOD/AMD	<b>Page 46 of 47</b>
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**Name of Offeror or Contractor:**

9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

(end of clause)

21      52.246-4037      COMMERCIAL WARRANTY INFORMATION  
(TACOM)

OCT/1996

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

☒ Warranty data is covered in attached information sheet, entitled: LIMITED DEFENSE PRODUCTS WARRANTY POLICY

(b) Please tell us about your warranty:

SEE ATTACHED PG. 46A OF 47

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

☐ No pass-through warranties will apply: all warranty coverage is provided and administered by us.

☐ Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT/SUBSYSTEM	WARRANTY DURATION
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(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?



## LIMITED DEFENSE PRODUCTS WARRANTY POLICY

Prestolite Electric Incorporated (hereafter "Prestolite") warrants each Prestolite product to be free of defects in material or workmanship under normal use and service. This Limited Defense Products Warranty applies only to products supplied to the Government and Prime Contractors.

The length of the Warranty Period shall be twelve (12) months after acceptance of the product by the Government.

This warranty covers products manufactured by Prestolite and sold under the tradenames PRESTOLITE®, LEECE-NEVILLE®, LOADHANDLER®, and TREKSTAR™.

This warranty does not apply if in the sole judgement of Prestolite, the product has been consumed, subject to accident, faulty repair, improper adjustment, installation, lubrication, or wiring; neglect, misuse; or is caused by failure of a part not manufactured by Prestolite. Also excluded from this warranty are parts subject to normal wear (i.e. bearings).

This warranty shall not apply if any Prestolite product is used for a purpose for which it is not designed or altered in any way so as to affect adversely its performance and reliability. Prestolite reserves the right to examine products or parts to confirm that the part has failed as the result of material or workmanship. Transportation for products and parts submitted to Prestolite for warranty consideration must be prepaid. Repaired or replaced Prestolite parts will be returned, transportation and handling charges collect. No charge will be made for labor or material in effecting such repairs.

The obligation of Prestolite under this Defense Products Warranty is limited to making good by repair or replacement as Prestolite deems most appropriate. This Defense Products Warranty does not apply to products or parts where adjustments will correct the alleged defect.

Prestolite neither assumes nor authorizes any other person to assume on its behalf any other warranty or liabilities in connection with Prestolite products.

THIS WARRANTY DOES NOT APPLY TO LOSS OF THE VEHICLE OR EQUIPMENT, LOSS OF TIME, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

PRESTOLITE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES arising out of or from the use of Prestolite's products by the buyer, its assignees, employees, agents, or customers.

This Supersedes All Previous Defense Products Warranty Policies issued for PRESTOLITE®, LEECE-NEVILLE®, LOADHANDLER®, and TREKSTAR™.

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Reference No. of Document Being Continued

Page 47 of 47

PIIN/SHIN W56HZV-04-R-0309

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Name of Offeror or Contractor:

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?

☒ Yes  
☐ No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

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